



**THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**



**TITLE VIII CONCILIATION AGREEMENT AND
VOLUNTARY COMPLIANCE AGREEMENT**

BETWEEN

[REDACTED]
2017 S. Lincoln Street, Unit 101
Salt Lake City, UT 84105
(Complainant)

Doug Sarle, Former Property Maintenance
1990 McClelland, Unit 2
Salt Lake City, UT 84105
(Respondent)

Shannan Tangreen, Former Property Manager
1735 Cerroni Dr.
Tooele, UT 84074
(Respondent)

Key Property Management, LLC
215 S. State Street
Salt Lake City, UT 84111
(Respondent)

Lincoln Associates
215 S. State Street, Ste 100
Salt Lake City, UT 84111
(Respondent)

Approved by the Office of Fair Housing and Equal Opportunity (FHEO), Region VIII Director on
behalf of the U.S. Department of Housing and Urban Development

TITLE VIII Case Number: 08-12-0233-8
SECTION 504 Case Number: 08-12-0233-4

A. PARTIES

Complainant:

[REDACTED]

Respondents:

Doug Sarle, Property Maintenance

Shannan Tangreen, Property Manager

Key Property Management, LLC

Lincoln Associates

Lincoln Tower is owned by Lincoln Associates and managed by Key Property Management, LLC. Lincoln Tower receives Federal financial assistance from the U.S. Department of Housing and Urban Development and is designated as elderly/disabled housing. The facility is located in Salt Lake City, Utah.

B. STATEMENT OF FACTS

A complaint was filed on August 8, 2012, with the U.S. Department of Housing and Urban Development (HUD or the Department) alleging one or more discriminatory housing practices under the Fair Housing Act (the Act) and Section 504 of the Rehabilitation Act (Section 504). Complainant alleges Respondents subjected her to sexual harassment and interfered with her right to equal opportunity housing on the basis of sex and disability in violation of Sections 804(b), 804(f)(2)(A), and 818 of the Act.

Respondents deny that they engaged in any discriminatory housing practices, but agree to settle the Complaint by entering into this Conciliation Agreement.

It is understood by all parties that this Agreement does not constitute an admission by Respondents of any violation of the Act.

C. TERM OF AGREEMENT

1. This Conciliation Agreement and Voluntary Compliance Agreement (collectively referred to as the Agreement) shall govern the conduct of the parties to it for a period of three (3) years from its effective date.

D. EFFECTIVE DATE

2. This Agreement shall become effective on the date that it is approved by the FHEO Region VIII Director, Denver, Colorado or his or her designee.
3. The parties agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act until it is approved by the Department through the FHEO Region VIII Director or his or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed Complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act and Section 504, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act and Section 504. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act and Section 504.
6. After it has been approved by the FHEO Region VIII Director or his or her designee, this Agreement is binding upon the Respondents, employees, heirs, successors and assigns, and all others in active concert with the operation of the rental property.
7. It is understood that upon approval of this Agreement by the FHEO Region VIII Director or his or her designee, it is a public document pursuant to § 3610(b)(4) of the Act.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Act, Section 504, or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement will be effective unless: (a) all signatories to the Agreement or their successors agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Region VIII Director or his or her designee.

10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
11. The Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondents and their heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, injuries, of whatever nature, whether presently known or unknown, arising out of the subject matter of FHEO Case Number 08-12-0233-8 and Section 504 Case Number 08-12-0233-4, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department, Complainant and their successors with regards to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of FHEO Case Number 08-12-0233-8 and Section 504 Case Number 08-12-0233-4, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

13. Within sixty (60) days of the effective date of this Agreement, the [REDACTED] Special Needs Trust shall be established. The sole beneficiary of the trust will be [REDACTED]. The Department will notify Respondent Key Property Management, LLC, of the establishment of the [REDACTED] Special Needs Trust. Within ten (10) days of such notification, Respondent Key Property Management, LLC, will pay to the [REDACTED] Special Needs Trust" the total sum of fifteen thousand dollars (\$15,000). This amount will be paid by check, made payable to the [REDACTED] Special Needs Trust" and delivered via Federal Express or Certified Mail to the following address:

[REDACTED] Special Needs Trust
c/o [REDACTED]
2017 S. Lincoln St., Unit 101
Salt Lake City, UT 84105

14. Respondent Sarle shall refrain from entering the premises of 2017 S. Lincoln St. in Salt Lake City, Utah.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondent Key Property Management, LLC, shall arrange and publish a Notice to Potential Victims of Housing Discrimination (Notice) to residents at Lincoln Tower as follows:

- a. Each Notice shall set forth a summary of the legal and evidentiary contentions of the Complainant and a general statement of the relief provided under this Agreement. Each Notice shall also contain a statement that the Department seeks information from any persons who claim to have been subjected discrimination in connection with rental housing, or with respect to the terms or conditions or privileges of rental housing. Each Notice shall invite such persons to contact the Department if such persons believe they have been subjected to discrimination. The Text of this Notice is set forth in the Appendix.
16. Respondents shall produce any rental/tenancy records, or any other records in the possession or control of Respondents, its agents or employees, upon notice to Respondents, which the Department believes to be useful in identifying whether persons identified from the notice in paragraph 15 (fifteen) may be entitled to relief under the Fair Housing Act and/or Section 504. Upon reasonable notice, Respondents shall provide such rental/tenancy records or shall permit representatives of the Department to receive copies of such rental/tenancy records through Respondents.
17. Respondent Key Property Management, LLC, and Lincoln Associates, shall implement, subject to the Department's approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure shall be provided to the Department within sixty (60) days of the effective date of this Agreement for approval from the Director or his or her designee. This policy and procedure shall be implemented within fourteen (14) days after approval. At that time, Respondent Key Property Management, LLC, shall notify all new and current tenants at Lincoln Tower of the policy and procedure.
18. Respondent Key Property Management, LLC, shall distribute to all current households the subject property's written grievance policy. A copy of this policy and procedure shall be provided to the Department within thirty (30) days of the effective date of this Agreement for approval from the Director or his or her designee. This policy and procedure shall be implemented within fourteen (14) days after approval.
19. Within six (6) months of the effective date of this Agreement, all employees of Lincoln Tower and all individuals employed with Lincoln Associates and Key Property Management, LLC, who provide services directly to tenants at Lincoln Tower, will attend sexual harassment training to be conducted by an appropriate agency or facility approved by the Department. Lincoln Associates and Key Property Management, LLC, will obtain prior written approval of a training session from the Director or his or her designee. Written approval to attend training must be solicited and obtained from the Director at least thirty (30) days

prior to the commencement of the training. Respondents are responsible for any and all costs associated with attending this training.

20. Within twelve (12) months of the effective date of this Agreement, all employees of Lincoln Tower and all individuals employed with Lincoln Associates and Key Property Management, LLC, who provide services directly to tenants at Lincoln Tower, will attend Section 504 and fair housing training to be conducted by an appropriate agency or facility approved by the Department. Lincoln Associates and Key Property Management, LLC, will obtain prior written approval of a training session from the Director or his or her designee. Written approval to attend training must be solicited and obtained from the Director at least thirty (30) days prior to the commencement of the training. Respondents are responsible for any and all costs associated with attending this training.
21. Respondent Key Property Management, LLC, and Lincoln Associates agree to ensure that all of their employees who will be performing any duty in connection with 2017 S. Lincoln St., and/or any other residential rental property that are managed, operated, purchased, leased, or assumed control of, by Lincoln Associates or Respondent Key Property Management, LLC, are familiar with the requirements of the Fair Housing Act, particularly as they pertain to sex discrimination and sexual harassment.
22. Respondents have represented that Respondent Sarle is not currently and has not in the past been employed to work at any residential rental properties with the exception of 2017 S. Lincoln St. in Salt Lake City, Utah. Respondents agree that upon execution of this Agreement Respondent Sarle is not employed to work at 2017 S. Lincoln St. in Salt Lake City, Utah.
23. Respondent Sarle agrees he will not be involved in the operating, consulting, managing, staffing, working in (whether paid or unpaid), or otherwise having any involvement in the management, or maintenance of rental housing properties receiving Federal financial assistance, including from the Department.

H. MONITORING

24. The Department will determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this agreement may also include, but is not limited to, conducting fair housing tests by the Department or other entity. The Respondents agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with the Agreement.

I. REPORTING AND RECORDKEEPING

25. Within thirty (30) days of Respondent Key Property Management, LLC's, receipt of the Department's notification specified in paragraph thirteen (13) of this Agreement, Respondent Key Property Management, LLC, agrees to transmit a photocopy of the check identified in paragraph thirteen (13), together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery, to the FHEO Region VIII Director.
26. Within thirty (30) days of the effective date of this Agreement, Respondent Key Property Management, LLC, agrees to submit certification to the Region VIII Director that they have complied with paragraph fifteen (15) of this Agreement
27. Within ten (10) days of the implementation of the written policy against sexual harassment, including a formal complaint procedure, specified in paragraph seventeen (17) of this Agreement, Respondent Key Property Management, LLC, agrees to submit certification to the Region VIII Director that they have fully implemented the policy and notified all persons specified in paragraph seventeen (17) of this Agreement.
28. Within ten (10) days of the implementation of the written grievance policy specified in paragraph eighteen (18) of this Agreement, Respondent Key Property Management, LLC, agrees to submit certification to the Region VIII Director that they have fully implemented the policy and notified all persons specified in paragraph eighteen (18) of this Agreement.
29. Within ten (10) days of completion of the training required by paragraph nineteen (19) of this Agreement, Respondent Key Property Management, LLC, shall submit certification that they have completed the required fair housing training to the FHEO Region VIII Director.
30. Within ten (10) days of completion of the training required by paragraph twenty (20) of this Agreement, Respondent Key Property Management, LLC, shall submit certification that all persons identified in paragraph twenty (20) of this Agreement have completed the required fair housing training to the FHEO Region VIII Director.
31. Respondent Lincoln Associates and/or Key Property Management, LLC, shall submit to the Director, in addition to submissions set forth elsewhere in this Agreement, written reports and/or documents that summarize the completion, or the progress of remedial actions required under paragraph twenty-one (21) of this Agreement. The first report will be due twelve months after the effective date of this Agreement; subsequent reports will be due every twelve months thereafter for the term of the Agreement.

32. Within ten (10) days of the effective date of this Agreement, Respondent Key Property Management, LLC, agrees to submit certification to the Region VIII Director that they have complied with paragraph twenty-two (22) of this Agreement.
33. All Reports and correspondence pursuant to this Agreement shall include FHEO Case Number 08-12-0233-8 and Section 504 Case Number 08-12-0233-4. All required certifications and documentation of compliance must be submitted to:

Evelyn Meininger, Region VIII Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 23rd floor
Denver, Colorado 80202-4801

J. CONSEQUENCES OF BREACH

34. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 3610(c) and 3614(b) of the Act and 24 C.F.R. § 8.57.

K. SIGNATURES

Complainant

Date

Doug Sarle, Property Maintenance
Respondent

Date

Shannan Tangreen, Property Manager
Respondent

Date

Signing on behalf of:
Key Property Management, LLC
Respondent

Date

Signing on behalf of:
Lincoln Associates
Respondent

Date

APPROVAL

Evelyn Meininger
FHEO Region VIII Director
Office of Fair Housing and Equal Opportunity

Date

NOTICE OF ALLEGATIONS OF DISCRIMINATION AT
LINCOLN TOWER APARTMENTS.

On [Effective Date of Agreement], the United States Department of Housing and Urban Development resolved a complaint brought alleging violations of the Fair Housing Act at Lincoln Tower. The complaint alleged an individual employed to perform work at Lincoln Tower engaged in discrimination based on sex and disability at Lincoln Tower homes in violation of the Fair Housing Act. The allegations were denied and the complaint has been resolved.

Although Lincoln Tower has resolved the complaint, if you believe you have been discriminated against in connection with your tenancy at Lincoln Tower, please contact the United States Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity at 1-800-877-7353.

You may also write to the United States Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 1670 Broadway, Denver, CO, 80202.
Attn: 08-12-0233-4.

Your message or letter must include your name, address, and, if possible, a telephone number where you may be reached.